

184997

(Requestor's Name)

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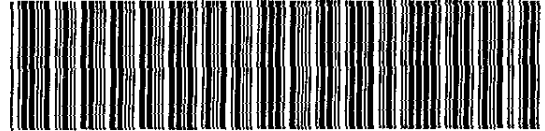
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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
2003 FEB 10 AM 8:58

Dissolution  
LFT  
2-14-03

# LEE G. BROWN

*Certified Public Accountant*

13351 10th Street — Post Office Box 1547  
Dade City, Florida 33526-1547  
Telephone (352) 567-2023  
Fax (352) 567-8696

Member  
American Institute of  
Certified Public Accountants

Member  
Florida Institute of  
Certified Public Accountants

February 3, 2003

Division of Corporations  
Florida Department of State  
Post Office Box 6327  
Tallahassee, Florida 32314

Re: Huckabay, Inc.  
Corporate Dissolution  
State #184997  
FEIN #59-0748344

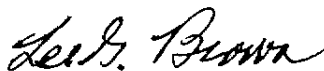
Dear Representative:

Enclosed are Articles of Dissolution and related attachments for Huckabay, Inc., which had paid all its debts, sold or distributed all its real estate and which made its final cash distributions on December 30, 2002. At 2 p.m. on the 30<sup>th</sup> it had no assets.

The corporation will not be filing a 2003 Uniform Business Report or a 2003 Intangible Tax Return.

The \$35.00 filing fee is enclosed and is drawn on my personal account.

Yours very truly,



Lee G. Brown, Receiver

LGB/jmb

Enc.

cc: Florida Department of Revenue  
5050 West Tennessee Street  
Tallahassee, Florida 32399-0140

Stephen D. Carle, Esquire

ARTICLES OF DISSOLUTION

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

2003 FEB 10 AM 8:58

Pursuant to section 607.1403, Florida Statutes, this Florida profit corporation submits the following articles of dissolution:

STATE # 184997  
FEIN # 59-0748344

FIRST: The name of the corporation is: HULKABAY, INC.

SECOND: The date dissolution was authorized: AUTHORIZED AUGUST 10, 2001  
EFFECTIVE DECEMBER 30, 2002

THIRD: Adoption of Dissolution (CHECK ONE)

- ☒ Dissolution was approved by the shareholders. The number of votes cast for dissolution was sufficient for approval. *(SEE PARAGRAPH 4 IN ATTACHED AGREEMENT. FINAL DISTRIBUTION MADE ON DECEMBER 30, 2002)*
- ☐ Dissolution was approved by vote of the shareholders through voting groups.

*The following statement must be separately provided for each voting group entitled to vote separately on the plan to dissolve:*

The number of votes cast for dissolution was sufficient for approval by

\_\_\_\_\_  
(voting group)

Signed this 3rd day of February, 2003

Signature

Lee G. Brown

(By the Chairman or Vice Chairman of the Board, President, or other officer)

LEE G. BROWN

(Typed or printed name)

RECEIVER COURT APPOINTMENT ATTACHED

(Title)

IN THE CIRCUIT COURT FOR PASCO COUNTY, FLORIDA

IN RE: ESTATE OF

00000075CP

Winona Huckabay

File No.

Probate Division  
Deceased.

AGREEMENT PURSUANT TO 733.815, F.S.

This is an agreement entered into by and between Barbara L. Huckabay, Susan Peterson, Jane Huckabay Cain and James Lee Huckabay, Jr., SunTrust Bank, as Personal Representative of the Estate of Winona Huckabay and as Trustee of the Revocable Trust established by Winona Huckabay on Nov. 18, 1999, and Lee Brown, as Receiver of Huckabay, Inc and Sandbar Groves, Inc. ("the Parties") this 26<sup>th</sup> day of July 2001.

WHEREAS, Winona died on December 20, 1999;

WHEREAS, an estate is being administered in Pasco County, Florida; and


WHEREAS, under Section 733.815, Florida Statutes, the beneficiaries of an estate may agree among themselves to alter the interests, shares, or amounts to which they are entitled under the will by signature of a written contract; and

WHEREAS, the Parties hereto desire to settle all areas of disagreement among themselves and hereby enter into this agreement for such purpose:

1. The Parties consent to the sale of property known as "Mirth Groves" (described in the deed recorded in O.R. Book 3499, Page 99, of the Public Records of Pasco County, Florida) by SunTrust Bank, Gulf Coast, as Personal Representative of the estate, and the use of the sale proceeds, as necessary, to pay estate taxes and other expenses of administration.
2. The Parties waive all his/her rights, if any, pursuant to that certain instrument titled "Articles of Agreement for Deed" by and between Winona Huckabay and Sandbar Groves, Inc.
3. The stock of Sandbar Groves, Inc. shall be transferred between the parties so that Lee Huckabay owns 50% and Jane owns 50% of the shares. The parties agree that the sole asset of the corporation is Leah Acres, while the liabilities are the Ellis mortgage, a bill to Zip fuel and Golden Gem Fruit Co, and a mortgage owed to Lee and Jane, and property taxes. The estate shall not seek reimbursement of advancements made to Sandbar Groves, Inc.
4. ~~Shares of Huckabay Inc,~~ shall be transferred to result in an ownership of 6.25% Susan and 31.25% each of Lee, Barbara and Jane. Susan would receive the first \$70,000 distributed from the estate. ~~After reallocation of the shares, the assets of the corporation will be distributed to the shareholders.~~ In that regard, Griffen Building is distributed to Barbara at a value of \$170,000. Fleet lube property is distributed to Lee Huckabay at a value of \$60,000. Equalizing distributions of will be made to the other shareholders so that all distributions are at the

eM

percentages shown above. Both the Sugar Creek and the Chevrolet shop properties will be sold. All property taxes will be paid current. The estate will pay Huckabay, Inc. the sum of \$110,000 in recognition of Huckabay, Inc.'s payment to SunTrust-Nature Coast (which occurred when the body shop property was sold). Huckabay, Inc. will have no further claim against the estate, or Lee Huckabay. Receiver fees to be paid out of assets of Huckabay, Inc. Formal operation of the corporation will continue by Lee Brown, as receiver. Lee will submit all real estate contracts to the court for approval. If Barbara's distribution exceeds 31.25% of the total assets distributed from Huckabay, Inc., then the excess will be reduced from her estate distribution.

5. The estate will be distributed \$70,000 to Susan and then 25% to each of the four beneficiaries. Barbara's liability to the estate will be distributed to her as part of her share of the estate. The estate will have no claim against Lee related to his liability on the note ultimately paid by Huckabay, Inc. All parties agree to the sale of the Mirth and Jessimine groves at price and terms negotiated by the personal representative.
  6. The car wash, a probate asset, will continue to be operated by the personal representative; all beneficiaries acknowledge that the car wash has recently operated at a loss and agree to hold the personal representative harmless from continuing to operate the car wash at a loss pending the conclusion of the estate. The personal representative will communicate any offers to the estate beneficiaries, but is free to sell the car wash.
  7. As to the Dodge Caravan, the personal representative will agree to transfer the car to Lee, but Lee is to arrange to get it released from the towing company, and pay all related bills if any.
  8. The Parties acknowledge receipt of an acceptable portion of the tangible personal property of the estate, and release the personal representative from any further duty with regard to such assets, including action to identify and obtain items of tangible personal property not previously identified on the estate inventory.
  9. This agreement is conditioned upon Lee Brown obtaining court approval for all actions to be taken by him for which court approval would be required (it being understood that a receiver only has as much authority as is given it by the court).
  10. The Parties stipulate to the reasonableness of the personal representative and attorney fees incurred to date in the amount of approximately \$253,000 and waive any further accounting or hearing with regard to the payment of such fees.
  11. The Parties agree to take appropriate action to dismiss with prejudice all legal actions presently pending, except the estate proceeding itself.
  12. The provision above concerning termination of the trust is subject to the entry of a court order approving said termination to be presented to the court by someone other than the trustee; such termination shall not be opposed by the trustee, but neither will the trustee take a position in favor of the termination. In the event that the court does not approve the termination, then the interests that would have passed to the trust, but for this agreement, shall be paid to the trust notwithstanding this agreement.
  13. Each Party hereto shall bear their own attorney's fees and court costs, except that fees and costs of the personal representative and its attorney are borne out of the estate.
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14. Distributions from the estate are only going to be made subsequent to the receipt of an IRS closing letter. The dissolutions of the corporation will be accomplished as soon as reasonably possible after tax consultation.
15. Upon finalization of the above items and the receipt of the amounts agreed upon, the parties agree to deliver general releases to Attorney Hamrick to be filed in the Probate Estate, and it is specifically acknowledged and agreed that the general release to be signed by the Parties shall include waiver and release of any further claims he/she may have against the Estate.

DATED this 26th day of July 2001.

Margaret Hall  
[Signature]

Witnesses to Barbara Huckabay

Barbara L. Huckabay  
[Signature]

Barbara L. Huckabay

[Signature]  
Chari Hall

Witnesses to Susan Peterson

[Signature]  
Susan Peterson

Susan Peterson

Pat Luvy  
Betty Merriio

Witnesses to Jane Huckabay Cain

Jane Huckabay Cain  
[Signature]

Jane Huckabay Cain

[Signature]  
Chari Luvy  
[Signature]

Witnesses to James Lee Huckabay, Jr.

[Signature]  
James Lee Huckabay, Jr.

James Lee Huckabay, Jr.

[Signature]  
Chari Luvy

Witnesses to Lee Brown

Lee Brown  
Lee Brown, Receiver for Huckabay  
Inc. and Sandbar Groves Inc.

Lee Brown, Receiver for Huckabay  
Inc. and Sandbar Groves Inc.

[Signature]  
Chari Luvy

SUNTRUST BANK, GULF COAST,  
as Personal Representative for the  
Estate of Winona Huckabay

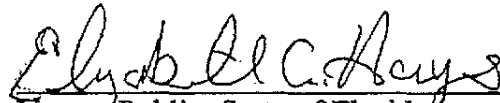
Nancy C. Harrison

elg

Witnesses to Nancy Harrison

By: Nancy Harrison  
Its: Vice President

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2001, by ~~Barbara Huckabay~~, Susan Peterson, ~~James Lee Huckabay, Jr.~~, Nancy Harrison, as Vice President of SunTrust Bank, Gulf Coast and Lee Brown, as Receiver for Huckabay Inc. and Sandbar Groves, Inc., who are personally known to me or who have produced \_\_\_\_\_ (type of identification).

  
Notary Public, State of Florida

Mr. James Lee Huckabay, Jr.  
12296 Johnson Street  
Dade City, Florida 33525

Ms. Barbara L. Huckabay  
36716 St. Joe Road  
Dade City, Florida 33525

Ms. Susan Peterson  
P. O. Box 1011  
Dade City, Florida 33525

Ms. Jane Huckabay Cain  
P. O. Box 77  
Canton, MS 39046-0077



Elizabeth A. Hayes  
Commission # CC 952051  
Expires June 29, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

en

STATE OF MISSISSIPPI  
COUNTY OF Madison

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 2001, by Jane Huckabay Cain, who is ( ☒ ) personally known to me or ( ) who has produced \_\_\_\_\_ as identification and who did not take an oath.

My Commission Number:  
My Commission Expires:

June 7, 2005

Thelma Helms  
Notary Public  
Print name: Thelma Helms

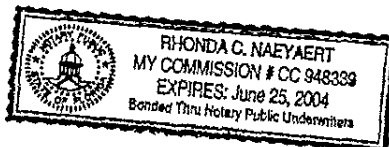
STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 2001, by James Lee Huckabay, Jr., who is ( ) personally known to me or ( ☒ ) who has produced Florida Drivers License as identification and who did not take an oath.

My Commission Number:  
My Commission Expires:

Rhonda C. Naeyaert  
Notary Public  
Print name: Rhonda C. Naeyaert

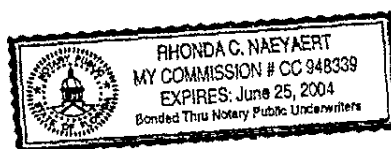
STATE OF FLORIDA  
COUNTY OF PASCO



The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 2001, by Barbara L. Huckabay, who is ( ) personally known to me or ( ☒ ) who has produced Florida Drivers License as identification and who did not take an oath.

My Commission Number:  
My Commission Expires:

Rhonda C. Naeyaert  
Notary Public  
Print name: Rhonda C. Naeyaert



clg



IN THE CIRCUIT COURT FOR PASCO COUNTY, FLORIDA

SUNTRUST BANK, GULFCOAST,  
as Personal Representative of the  
Estate of Winona Huckabay, Deceased,

Plaintiff,

vs.

Case No. 2000-3379-CAY

JAMES LEE HUCKABAY, JR. and  
BARBARA L. HUCKABAY HOLTZHOWER,  
a/k/a BARBARA L. HUCKABAY,  
Defendants.

**ORDER GRANTING MOTION FOR APPOINTMENT OF RECEIVER**

THIS CAUSE having come before the Court on the motion of the Plaintiff, SUNTRUST BANK, GULFCOAST, as Personal Representative of the Estate of Winona Huckabay, Deceased, for the appointment of a Receiver to administer the affairs of Huckabay, Inc. and Sandbar Groves, Inc., and the Court having heard argument of counsel and being otherwise fully advised in the premises, the court hereby makes the following findings:

1. The Court has statutory authority to appoint a Receiver and to appoint a Receiver in this action based upon Chapters 607.1430 and 607.1434, Florida Statutes.
2. The corporate assets of Huckabay, Inc. and Sandbar Groves, Inc. are being misapplied or wasted, causing material injury to the corporations.

Based on the foregoing findings, it is:

ORDERED AND ADJUDGED that LEE BROWN, CPA, of P. O. Box 1547, Dade City, Florida 33526, is hereby appointed Receiver to administer the affairs of Huckabay,

Inc. and Sandbar Groves, Inc. in the best interest of the shareholders of those corporations. The powers and duties of Lee Brown as Receiver of Huckabay, Inc. and Sandbar Groves, Inc. shall include, but shall not necessarily be limited to, the following:

1. The sale or disposition of all or any part of the assets of Huckabay, Inc. and/or Sandbar Groves, Inc. wherever located, at a public or private sale, if authorized by the Court;
2. To bring any action or defend any action in his own name as Receiver of Huckabay, Inc. and/or Sandbar Groves, Inc. in all courts of this state;
3. The exercise of all of the powers of the corporations, through or in place of the Board of Directors, including the authority to enter into contracts and maintain existing contracts, to the extent necessary to manage the affairs of the corporations in the best interest of the shareholders and creditors;
4. The exclusive right to collect all rents payable by tenants of Huckabay, Inc. and Sandbar Groves, Inc., as well as all other monies owed to those corporations by any individual, partnership, corporation or governmental entity.
5. The exclusive authority to maintain checking accounts on behalf of Huckabay, Inc. and Sandbar Groves, Inc., and the sole authority to write checks drawn upon those accounts in payment of any and all valid obligations and debts of those corporations.

It is further

ORDERED AND ADJUDGED as follows:

1. The Receiver shall report to the Court on a monthly basis concerning all receipts realized and expenditures made on behalf of Huckabay, Inc. and Sandbar Groves, Inc., as well as all actions taken on behalf of the corporations by the Receiver;

2. The Receiver shall be entitled to compensation for his services on behalf of Huckabay, Inc. and Sandbar Groves, Inc. at the rate of \$65.00 per hour, plus \$15.00 per hour for reasonable and necessary secretarial services, together with reimbursement of all reasonable and necessary expenses incurred by the Receiver on behalf of Huckabay, Inc. and Sandbar Groves, Inc;

3. The Receiver shall serve without the necessity of posting a bond;

4. The parties to this action shall turn over to the Receiver all corporate records and assets in their possession, including rental receipts and other funds within ten (10) days of the date of this Order.

DONE AND ORDERED in Chambers at Dade City, Pasco County, Florida on this

\_\_\_\_\_ day of February, 2001.

Copies furnished to:  
Timothy L. Newhall, Esq.  
Bill McFarland, Esq.  
Charlie Luckie, Jr., Esq.  
Lee Brown, CPA, Receiver

WAYNE L. COBB,  
Circuit Judge

SIGNED AND DATED

FEB 13 2001

WAYNE L. COBB  
CIRCUIT JUDGE